

DSCC MASTER SOLICITATION FOR AUTOMATED SOLICITATIONS AND RESULTING AWARDS

March 2004
REVISION 15

This Master Solicitation establishes the terms and conditions applicable to Automated Solicitations with a "T" or "U" in the ninth position of the Solicitation Number (i.e., SP0700-03-T-1111, SP0700-03-U-1111) and Purchase Orders/Delivery Orders issued thereunder which reference this DSCC Master Solicitation in lieu of separately citing individual clauses.

SMALL BUSINESS SET-ASIDES: Acquisitions with an estimated dollar value exceeding \$2,500 are set-aside for small business when the "T" or "U" solicitation includes the statement "Notice of Total Small Business Set-Aside," FAR Clause 52.219-6.

PART I- Definite Quantity Purchase Orders: Applies where "T" or "U" solicitation and resulting award specifies a firm quantity and delivery of supplies.

SUBMISSION OF QUOTES:

Quotes must be submitted on the DSCC Internet Bid Board System (DIBBS) at <http://dibbs.dscclia.mil>. Quotes received by other means, such as fax, email, or US mail, will not be considered for award. If no time is specified in the solicitation, the time for receipt of quotes is 3:00 p.m. Eastern Standard Time or when applicable Eastern Daylight Time on the Return date. All return date/times are synchronized to the U.S. Naval Observatory Clock. If a return date falls on a Saturday, Sunday or federal holiday it will be deemed extended to the next business day. **NOTE:** The solicitation return date/time is not a firm closing date, except for auctions.

Quotes \$2500 or less may be awarded prior to the return date on solicitations that have not been designated for auctioning. Commencing at 3:00 p.m. four business days after the issue date, and continuing every day thereafter at 3:00 p.m. until the return date, all quotes \$2500 or less will be evaluated by DSCC's automated contract evaluation program to determine whether an early micropurchase award can be made. Quotes \$2500 or less should therefore be submitted as soon as possible on all non-auctioning T or U solicitations.

Awards above \$2500, and awards on auction solicitations, will not be made prior to the solicitation return date and time without a documented urgency. At the return date and time, all quotes will be evaluated to determine whether an automated award can be made. Therefore, quotes above \$2500 and all quotes on auction solicitations should be submitted by the return date and time specified in the solicitation.

DIBBS quotes received after the return date and time specified in the solicitation will not be considered on auction candidates.

DIBBS quotes received after the return date/time on non-auction solicitations will continue to run through the automated award process until the award process (automated or manual) has begun. Once the award process has begun, late quotes will only be considered if the contracting officer determines that it is in the best interests of the Government and that accepting the late quote would not unduly delay the award.

The program may extend the solicitation return date on automated T solicitations to allow competition to build when none of the quotes received by the return date pass the automated price analysis module. Email notice of the extension will be provided to all quoters in the competitive range (bids without exception) inviting them to revise their quotes. Quoters who have offered their best possible price will not need to resubmit their quotes.

The notices will be sent to the email address registered on DIBBS for the person that submitted the quote. If a third party submitted the quote, the notice will be sent to the email addresses of the third party and the superuser for the CAGE on whose behalf the quote is being submitted. It is therefore important that email addresses for all persons submitting quotes on DIBBS are current and have been checked for their accuracy.

Quote revisions will overlay previously submitted quotes on the same solicitation in the Government database. Quotes may be withdrawn by submitting a revised quote with a bid type of "no bid."

If an emergency or unanticipated event interrupts normal Government processes so that quotes cannot be submitted on DIBBS at the close of an auction, the date/time specified for receipt of quotes will be deemed to be extended to the same time of day on the next business day on which normal Government processes resume. Notice of the extension will be provided on DIBBS. A vendor's inability to place a bid caused by failure of a vendor's hardware, software, Internet Service Provider, or the World Wide Web itself, are not cause for extension of an auction.

ALTERNATE OFFERS: Alternate offers will not be considered for award. Alternate items may be submitted for acceptance for future procurements. Submit your request (with a copy of your submitted DIBBS quote), citing the National Stock Number (NSN) and including technical data as outlined in DLAD Clause 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items, at any time to the Directorate of Procurement, Alternate Offer Monitor, DSCC-PCA, Attn: Lee Leon.

PACE EVALUATION: Solicitations are candidates for award under DSCC's Procurement Automated Contract Evaluation (PACE) program. PACE uses pricing logic and other automated filters to make fully automated, and buyer assisted automated awards \$100,000 or less. A Purchase Order with a "V" in the ninth position (i.e., SP0700-98-V-2222) denotes an order issued under PACE.

PACE only considers "qualified quotes" for award. Qualified quotes are in exact compliance with the solicitation requirements (bid type equal to "bid without exception"), and are submitted on DIBBS.

The following are not, by themselves, considered exceptions to the solicitation requirements and will not make a quote ineligible for an automated PACE award:

1. Quoting delivery different than the required delivery days;
2. Quoting origin inspection on solicitations requiring destination inspection;
3. Quoting a superceding or previously approved part on an item described by manufacturer's CAGE and part number; and,
4. Quoting a surplus, foreign, or hazardous end item.

The following are considered exceptions to the solicitation requirements and will make a quote ineligible for an automated PACE award:

1. Quoting an alternate product or otherwise taking exception to the solicitation's item description;
2. Exceptions to packaging requirements;
3. Exceptions to FOB point;
4. Quoting destination inspection on a solicitation requiring origin inspection;
5. Exceptions to required quantity;
6. Quoting a quantity variance when the unit of issue is other than feet (FT) or greater than +0/-10 on all S9E (Electronics SP0900) requirements.

PACE EVALUATION FACTORS: PACE evaluates all qualified quotes on the basis of price alone and does not consider quantity price breaks. Price evaluation factors are added to the total quoted price in the following instances:

1. \$250 for quoting origin inspection when the Government's requirement is for destination inspection (see DLAD 52.213-9001 (factor does not apply to FMS and DVD requirements if any qualified quote is above \$25,000));
2. \$200 for quoting surplus material on non-critical items; \$700 for quoting surplus material on critical items (see DLAD 52.211-9003)

If prices are tied, PACE selects the qualified quote with the shortest delivery (if a quote contains different deliveries for multiple line items PACE uses the longest delivery period quoted). If prices and delivery are tied, PACE uses the first quote in as the tie breaker.

PACE AWARDS: For all PACE awards, the following notice applies:

AWARD NOTICE

The Government's offer to purchase, as evidenced by this order, is made on the basis of your quotation. Although you are not legally obligated to perform, you should promptly notify the administrative contracting officer if you do not intend to perform this order by the specified delivery date. Prompt notification means as soon after receiving notice of award as practicable given the circumstances. Failure to provide prompt notice will adversely affect your past performance Automated Best Value System score if this order is later cancelled at other than the Government's request.

The PACE Award will be distributed via email notification with a Web link to an electronic copy of the DD Form 1155, Order for Supplies or Services. Orders will be transmitted via DPACS Electronic Data Interchange (EDI) to contractors who are DPACS EDI capable. Contractors who are not DPACS EDI capable will receive their orders via email award notification containing Web links.

AUCTION CANDIDATES: Some "T" and "U" solicitations are both PACE and auction candidates. They are identifiable by a gavel icon appearing on the DIBBS dynamic RFQ search results, the Internet quote form, and the batch quoting validation results.

Prices and other factors that could affect price evaluation (inspection and acceptance point, surplus, Buy American) are publicly displayed on DIBBS for all qualified quotes (bids without exception). Note: Large business quotes above \$2500 are not displayed on solicitations set-aside for small business. Any quote above \$100,000 will not be displayed.

Bidders remain anonymous and have the opportunity to lower their quotes up until the auction closes (the return date/time specified in the solicitation) in the hope of receiving the award. See AUCTION Instructions at <http://dibbs.dscc.dla.mil/rfq/auction> .

MANUAL EVALUATION: If there are no qualified quotes, or PACE is unable to make price reasonableness or contractor responsibility determinations, the requirement will be evaluated and awarded manually. (denoted by an "M" in the ninth position of the purchase order procurement identification number).

MANUAL EVALUATION FACTORS: If the requirement is evaluated manually, the contracting officer will use price and other factors (delivery, past performance) to evaluate quotes. See Section M.

PART II –Indefinite Delivery Purchase Order (IDPO) Contract: Applies where "U" solicitation and resulting award does not specify a firm quantity of supplies (other than a minimum quantity) and provides for the issuance of delivery orders during the period of the contract. Coverage is for DLA orders for stock replenishment.

SUBMISSION OF QUOTES:

Quotes must be submitted on the DSCC Internet Bid Board System (DIBBS) at <http://dibbs.dsccl.dla.mil/rfq/> on the Web quote form (DIBBS batch quoting is not available for these IDPO solicitations). Quotes received by other means, such as fax, email, or US mail, will not be considered for award. If no time is specified in the solicitation, the time for receipt of quotes is 2:00 p.m. Eastern Standard Time or when applicable Eastern Daylight Time on the Return date. All return date/times are synchronized to the U.S. Naval Observatory Clock. If a return date falls on a Saturday, Sunday or federal holiday it will be deemed extended to the next business day. **NOTE:** The solicitation return date/time is not a firm closing date.

At the return date and time, all quotes will be evaluated to determine whether an automated IDPO award can be made. Therefore, quotes should be submitted by the return date and time specified in the solicitation. Quotes received after the return date/time will continue to run through the automated award process until the award process (automated or manual) has begun. Once the award process has begun, late quotes will only be considered if the contracting officer determines that it is in the best interests of the Government and that accepting the late quote would not unduly delay the award.

Quote revisions will overlay previously submitted quotes on the same solicitation in the Government database. Quotes may be withdrawn by submitting a revised quote with a bid type of "no bid."

QUOTE VALIDITY PERIOD

Quotes must be valid for a minimum of 90 days in order to be considered for automated award (see AutoIDPO EVALUATION section below).

AutoIDPO EVALUATION: Automated IDPO solicitations are candidates for award under DSCC's Automated IDPO Evaluation and Award program (AutoIDPO). AutoIDPO uses pricing logic and other automated filters to make fully automated, and buyer assisted automated IDPO awards.

AutoIDPO only considers "qualified quotes" for award. Qualified quotes are bids without exception and alternate bids that submit pricing and delivery for all quantity ranges, destinations, and options years as solicited:

- **"Bids without exception"** are quotes that submit pricing and delivery for all quantity ranges, destinations, and option years and are in exact compliance with solicitation requirements for exact product, minimum 90 day quote validity period, packaging, FOB point, source inspection, and allowable quantity variance, if any.
- **"Alternate Bids"** are quotes that offer an item other than the exact approved item cited in the procurement item description (PID).

Quotes that do not submit pricing and delivery for all quantity ranges, destinations, and option years as solicited, and/or quotes that take exception to solicitation requirements for minimum quote valid days, packaging, FOB point, source inspection, and quantity variance allowed, are considered **"bids with exception"** and will not be considered for automated award.

AutoIDPO EVALUATION FACTORS:

AutoIDPO evaluates all qualified quotes on the basis of price alone by establishing a total weighted average price as follows:

A weighted factor will be applied to the average unit price for each price break range, including zones and option years (5% to the first ordering range, 65% to the second ordering range, 25% to the third ordering range, and 5% to the fourth ordering range). The summation of the four average weighted unit prices will be the total weighted average unit price for the quote. The total weighted average unit price is multiplied by the estimated annual demand value to arrive at the total weighted average price per year. This total weighted average price per year is multiplied by the number of contract years to arrive at the total weighted average price for the IDPO contract. Where the evaluation factor for source inspection applies (DLAD 52.213-9001), the factor will be applied based on an estimated ____ inspections.

Price related evaluation factors are added to the weighted average total price in the following instances:

1. \$250 per source inspection when the solicitation requirement is for destination inspection (see DLAD 52.213-9001). This factor will be applied based on an estimated ____ inspections.
2. \$200 for quoting surplus material on non-critical items; \$700 for quoting surplus on critical items (see DLAD 52.211-9003)
3. \$200 for quoting an alternate item if only a local technical evaluation is involved, plus an additional \$1200.00 for each required Engineering Support Activity evaluation (see DLAD 52.217-9002).

MANUAL EVALUATION: If there are no qualified quotes, or AutoIDPO is unable to make price reasonableness or contractor responsibility determinations, the contracting officer will use price and other factors (delivery, past performance) to evaluate quotes. See Section M.

IDPOCONTRACT: The IDPO order will incorporate this Master Solicitation by reference, including the following terms and conditions which will be provided in full text:

NOTICE: This is an offer for an Indefinite Delivery Purchase Order (IDPO) contract for a period of one year, with _____ one-year

options, for the item of supply listed in the solicitation item description.

(a)The IDPO contract will provide coverage for DLA orders for stock replenishment. Prices are FOB _____ with LOGMARS Bar Code marking and MIL-STD-2073 packing (current revision).

(b) The estimated annual demand quantity for the item of supply is _____. This is an estimate only and is not purchased by this contract.

(c) This IDPO order contains the terms and conditions of the contract. It is an offer by the Government to order at least the minimum quantity of supplies (insert qty and unit of issue) as stated in the first delivery order. The contractor shall furnish to the Government, when and if ordered, the supplies specified in Section B up to an aggregate dollar value of all orders, including the initial order, equal to the simplified acquisition threshold of \$100,000 (FAR 52.216-22 Indefinite Quantity).

(d) Such orders may be issued from (effective date) to (final expiration date) (FAR 52.216-18 Ordering).

(e) There is no limit on the number of orders that may be issued during the contract period. The Contractor is _____ obligated to honor individual orders for quantities covered by the incremental quantity ranges specified in Section B. The Government reserves the right to issue orders for quantities not covered by the incremental quantity ranges which the Contractor is not obligated to honor so long as the Contractor provides notification of their intent not to perform within 7 days after the date of order to the administrative contracting officer listed in Block 6 of the delivery order. Failure to provide such notice will adversely affect the Contractor's past performance Automated Best Value System score if this order is later cancelled at other than the Government's request (FAR 52.216-19 Order Limitations). For informational purposes only, and without any obligation, the Government anticipates _____ orders per year.

(f) In pricing delivery orders requiring delivery of one NSN to multiple destinations, the price for each destination will be based on the quantity range price based on the total quantity of the NSN being procured under each delivery order regardless of destination.

(g) The Government's minimum obligation under the IDPO contract is the quantity of the first delivery order (_____ each). This minimum order quantity is inclusive of the entire contract period (base and option years). In no event shall the Government be obligated to place follow-on orders for additional quantities above the minimum under this agreement.

(h) The contractor's method of accepting the IDPO contract (for the first delivery order and all follow-on orders) is their performance of the first delivery order.

If the contractor accepts the Government's IDPO offer by furnishing the supplies in the first delivery order, an IDPO contract is formed and the contractor agrees to honor additional orders at the price quoted for the quantity range that will cover the total quantity on the order (regardless of destination). Failure to make timely delivery on a follow-on order may therefore result in contractor liability to the Government under the terms of the Default Clause at FAR 52.249-8.

(i) There will only be one IDPO contract per NSN. It is an indefinite quantity contract (IQC) and is not to be considered a requirements type contract.

(j) The IDPO will be distributed via email notification with a Web link to an electronic copy of the DD Form 1155, Order for Supplies or Services. Delivery orders, citing the basic agreement, will be transmitted via DPACS Electronic Data Interchange (EDI) to contractors who are DPACS EDI capable. Contractors who are not DPACS EDI capable will receive their delivery orders via email award notification containing Web links.

(k) Numbering: The uniform procurement identification numbering (PIIN) system will be used. The IDPO contract and delivery orders issued there under will be distinguished by a "D" in the ninth position and a "5" or "6" in the tenth position, of the PIIN. An "A" through "K" in the eleventh position of the PIIN denotes an AutoIDPO contract, while an "L" through "M" in the eleventh position denotes a manually evaluated IDPO contract. The Delivery orders will be serially numbered with sub-PIIN numbers 0001 through 9999.

PART III- Provisions & Clauses

NOTICE: DELIVERY INSTRUCTIONS FOR NEW CUMBERLAND, PA and TRACY, CA

It is the contractors' responsibility for requiring carriers to telephone the Consignee's Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement (DSCC 52.247-9C02).

Carriers may experience delays if notification requirements are not made.

DDSP New Cumberland Facility
Phone: (717) 770-6969
New Cumberland, PA

Defense Distribution Depot San Joaquin
Stock, Warehouse 10 - Phone (209) 839-4307
CCP, Warehouse 30 - Phone (209) 839-4518
Tracy, CA

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The provisions/clauses listed below, the full text of which will be made available upon request or found at <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>, are incorporated herein by reference with the same force and effect as if set forth in full text, and made a part of the solicitation/order as applicable.

SECTION B – SUPPLIES OR SERVICES AND PRICES

DLAD 52.213-9000 (JUL 1999)

Quantity Break

When RFQ contains a statement in the Item Description, which reads "ASO/NAVSEA/AVSCOM Critical Item", a Supplemental Alternate Offer Guideline is below:

SUPPLEMENTAL ALTERNATE OFFER GUIDELINES FOR ASO/NAVSEA/AVSCOM CRITICAL ITEMS (FEB 1994)

The purpose of this document is to assist contractors in preparing alternate offers submitted for ASO, NAVSEA, and AVSCOM critical application items. This information is in addition to, or further clarifies, the requirements of the provision in the solicitation entitled "Conditions for Evaluation and Acceptance of Offers for Part Numbered Items."

A technical data package, which includes the following information, must be submitted to obtain an evaluation.

If alternate offer(s) is a dealer or supplier of the item for which it is seeking approval, the offeror will submit a source approval request on the company manufacturing the item. The name and address of this manufacturer is required.

General data required to be submitted by all offerors seeking source approval:

1. A brochure/synopsis of company capabilities.
2. A description of the company's quality program, along with a copy of the company's quality assurance manual and or OEM quality rating. Include compliance with MIL-I-45208 or MIL-Q-9858.

3. A complete set of current assembly and detail drawings, prepared in accordance with MIL-T-31000 and a list of all specifications required to manufacture and item for which the offeror seeks approval.

4. Identification of major sub-vendors for the offered item, i.e., vendors of forging, casting, material, finishes, heat treating, inspections, etc..

5. Compliance with Certification Statement:

The following statement is required to be signed by an officer of the corporation who is authorized to sign on behalf of the company, and submitted with each request for source of the company, and submitted with each request for source approval.

"I hereby represent and state that the technical data and/or master/special tooling that (name of firm) intends to use to manufacture the solicited item under any resulting contract, was obtained or developed in a legal manner and that (name of firm) has the right to use the data to manufacture this item for the U.S. Government. All applicable specifications required to manufacture this item are in the possession of (name of firm)."

Alternate offers for NAVSEA Critical Diesel items (as noted in the AID) are required to submit the following additional data:

If the item offered is an assembly, performance and interchange testing is required. The contractor shall submit written test procedures for conducting performance and interchange testing in accordance with Data Item Description UDI-T-23732.

Alternate offers for ASO/AVSCOM Critical Aircraft items (as noted in the AID) are required to submit additional information according to the categories listed below.

Category I Same Item: The item for which your company is seeking approval has been previously supplied to the OEM.

1. Copy of process operation sheets utilized to manufacture the item.
2. Copy of inspection method sheets utilized in manufacture and final inspection of the item.
3. Copies of the most recent purchase orders and shipping documents to the OEM with proof of acceptance. If the OEM is Pratt & Whitney, attach a copy of the current Requirements Control Card/Quality Assurance Document.
4. Summarization of quality deficiencies, Nonconforming Material (Waivers/Deviations) and Material Review Board (MRB) actions and resolutions, that occurred on the latest contract.
5. Identification of "value added" by the OEM.

Category II Similar Item: The item for which your company is seeking approval has never been supplied to the OEM, or a DoD activity, but a similar item has been previously supplied to one of the above.

1. A complete set of current assembly and detail drawings required to manufacture the similar item, including test procedures.
2. Copy of process operation sheets utilized in manufacture and final inspection of the similar item.
3. Copy of inspection methods sheets utilized in manufacture and final inspection of the similar item.
4. Copies of most recent purchase orders, shipping documents to the OEM or DoD activity with proof of acceptance for the similar item. If the OEM is Pratt & Whitney, attach a copy of the current Requirements Control Card/Quality Assurance Document.
5. Summarization of quality deficiencies, Nonconforming Material and Material Review Board (MRB) actions and resolutions, that occurred on the latest contract.
6. Identification of the "value added" by the OEM to the similar item.
7. Identification of the differences between the similar item and the item for which your company is seeking source approval.

Category III New Item: Neither the item for which your company is seeking approval, nor any similar item, has ever been supplied to the OEM or a DoD activity.

1. Copy of process operation sheets utilized to manufacture the item.
2. Copy of inspection method sheets utilized during manufacturing and final inspection of the item.
3. Copy of acceptance test procedures that your company intends to incorporate, including the names of the independent test labs you intend to use.
4. Advise of your company's ability to supply samples. Submission of samples may be required.

SECTION C – DESCRIPTION/SPECIFICATIONS

SECTION D - PACKAGING AND MARKING

DLAD 52.211-9008 (FEB 2004) Bar Coding Requirements for Direct Vendor Delivery (DVD) Shipments-DD Form 250/250c/Commercial Packing List

DLAD 52.211-9010 (FEB 2004) Military Shipping Label (MSL) Requirements-MIL-STD-129P

PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (OCT 2002)

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at: <http://www.dsccl.dla.mil/downloads/packaging/dc1636p001.doc>

EXPEDITED HANDLING SHIPMENTS-Not Mission Capable Supply (NMCS) (DSCC 52.211-9C15) (FEB 2004)

(1)Requisitions and contracts identified as NMCS shipments shall have an NMCS code shown in the RDD block of the address label. Applicable codes are "999" or any three digit code beginning with the letter "N". The Contractor will mark all "expedited handling" shipments with

identifying labels. NMCS "999" shipments shall be marked with two 999 Labels on each container. For NMCS conditions other than 999, containers shall be marked with two "NMCS" labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the container. Use the largest labels that will fit. (2) Military Shipping Labels (MSL) are required on all shipments (see DLAD 52.211-9010). Enter the code "999" or "NMCS" as applicable in the required delivery date (RDD) block, and insert a large "1" in the box entitled Trans Priority. (3) Method of shipment will be in accordance with Clause DSCC 52.247-9C02 or DSCC 52.247-9C03 in Section F.

PREPARATION FOR DELIVERY (DSCC 52.211-9C16) (FEB 2004)

1. DLA Stock Shipments:

All orders for DLA Stock shipments shall be packaged to Military Preservation/and **Minimal Packing** (formerly Level **C**) in accordance with MIL-STD-2073-1D coded packaging requirements, and Bar-coding in accordance with ISO/IEC 16388 (Code 39). The supplemental palletization instruction sheet, Palletization No. DC1636P001, Rev. E will be applicable to each order, when required.

2. Direct Vendor Delivery (DVD) Shipments:

a. CONUS (within the Continental United States) and **O-CONUS** (Outside the Continental United States) **Priority 01 through 08 Shipments: (Note - For Priority 01 and 02 overseas shipments, please contact the transportation office at 614-692-7038 for shipping instructions.)**

- (1) Standard commercial in accordance with ASTM-D-3951.
- (2) Barcoding in accordance with ISO/IEC 16388 shall apply for all shipments regardless of destination **(Also see Clause DLAD 52.211-9008).**
- (3) Marking shall be **I/A/W** Mil-Std-129P and include, at minimum, the following information:

UNIT AND INTERMEDIATE CONTAINER MARKING REQUIREMENT:

Identification	National Stock Number
Marking:	Item Nomenclature (Optional) Quantity (as measured in U/I) Cage and Part Number Contract Number (including call number, if applicable) Method of Preservation/Date of Preservation

SHIPPING CONTAINER MARKING REQUIREMENTS:

Shipping Label:	Transportation Control Number
From:	Name and address of Consignor
To:	(1) Name and address of Consigned (DODAAC) and in-the-clear address. (2) Project Code (if applicable). (3) Piece Number, and total pieces (4) WT (5) Method of Preservation /Date of Preservation

(4) Bar Code Label is required on shipping documents **(See Clause DLAD 52.211-9008).**

b. **Priority 09 through 15 and FMS (Foreign Military Sales) Shipments:** Shall be packaged to MIL-STD-2073-1D, marking **I/A/W** MIL-STD-129P. The supplemental palletization instruction sheet, Palletization No. DC1636P001, Rev. E will be applicable to each order, when required. (Packaging code requirements will be provided upon award of contract or in individual delivery orders not issued electronically).

c. **Credit Card Orders:** Packaging shall be in accordance with **ASTM-D-3951** commercial packaging, which will ensure acceptance by the carrier.

3. **Fast Pay Orders:** The outer shipping container for Fast Pay DLA direct vendor delivery orders must be marked "FAST PAY."

4. **Oxygen Cleaning:** Items that require oxygen cleaning shall be cleaned, packaged to Military Preservation/and **Minimal Packing** (formerly Level **C**) in accordance with MIL-STD-2073-1D and MIL-STD-1330.

5. **Hazardous Material:** Packaging for hazardous materials shall comply with applicable requirements for Performance Oriented Packaging contained in the International Civil Aviation Organization (ICAO) Technical Instructions, Excluding paragraph 1.4 of chapters I and 3, or the International Maritime Dangerous Goods Code (IMDG), both of which comply with the United Nations (UN) Recommendations on the Transport of Dangerous Goods, and with Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49. All performance test requirements shall be supported by certificates and reports attesting to the date and the data results obtained from performance oriented packaging testing. The contractor, if not a self-certifier, shall be responsible for assuring that third party sources providing performance testing services are, in fact, registered with the Department of Transportation. The contractor's signed certification that the packaged configuration meets ICAO or IMDG requirements shall be incorporated on the DD form 250, Material Inspection and receiving Report, or other related acceptance document if the DD Form 250 is not used. All certificates and reports shall be available for inspection by authorized Government representatives for a period of three years. If Hazardous Material will be offered for transportation by Military air see clause DSCC 52.211-9C20, Special Handling Data/Acknowledgement.

6. **Prohibited Cushioning and Wrapping Materials:** Use of excelsior, newspaper, shredded paper (all types, including wax paper), and similar hygroscopic or non-neutral materials and all types of loose-fill materials, including polystyrene, is prohibited for application such as cushioning, fill, stuffing, and dunnage.

7. Any questions concerning packaging may be addressed by calling **DSCC-VSP** at 614-692-3345 (commercial) or DSN 850-3345. FAX: 614-692-1901.

PACKING LIST/INVOICE/SHIPPING DOCUMENTS (DSCC 52.211-9C17) (JUL 2000)

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.

(b) The document(s) shall include the following:

Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or part Number if NSN is not available; Quantity; Unit of Issue.

(c) In addition, for all DIRECT SHIPMENTS to overseas and domestic consignees, including shipments to Consolidation and Containerization Points, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/exterior pack. (This paragraph "c" is not applicable to shipments to a Government Packing Facility).

SHIPPER'S DECLARATION FOR DANGEROUS GOODS (DSCC 52.211-9C20) (FEB 2004)

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains

oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly **packaged, marked and labeled** in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, **AFMAN** 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129**P** and the military publication cited above.

PACKING AND MARKING REQUIREMENTS (DSCC 52.246-9C40) (FEB 2004)

Packaging requirements for Direct Delivery Shipments. All items under and resulting contract with destinations other than DSCC stock points shall be packaged, Best Commercial Practice, IAW ASTM D3951, marking in accordance with MIL-STD-129**P**. NOTE: Offers that do not comply with the packaging and marking requirements as specified in Section **B** of this solicitation may be subject to rejection as being technically unacceptable.

PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (FEB 2004)

Packaging and marking requirements for items being procured shall be accomplished as stated herein. (See Section B)

The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129**P**.

SECTION E - INSPECTION AND ACCEPTANCE

FAR 52.246-2 (AUG 1996)	Inspection of Supplies-Fixed Price (This clause applies to both Inspection and Acceptance at Origin orders and Inspection and Acceptance at Destination orders.) Unless otherwise indicated in the order, inspection/acceptance of supplies/packaging will be performed at the address cited in Block 9 on the face of the award. If the place of inspection changes, including adding/changing secondary inspection, contractor will notify ACO in Block 7 within 5 working days after receipt of order. The CAO is then authorized per FAR 42.202 (a)(1)-(4), to take corrective action, which does not require a contract modification, but necessary contract documents in writing.
FAR 52.246-15 (APR 1984)	Certificate of Conformance (This clause applies when Inspection and Acceptance at Origin is cited in the order.)
FAR 52.246-16 (APR 1984)	Responsibility of Supplies
DFARS 252.246-7000 (MAR 2003)	Material Inspection and Receiving Report (This clause applies when Inspection /Acceptance at Origin is cited in
	the individual solicitation/order and also applies when the award/order is DCMA administered).
DLAD 52.246-9000 (DEC 1994)	Certificate of Quality Compliance (This clause applies if cited in the individual solicitation/order)
DLAD 52.246-9003 (JUN 1998)	Measuring and Test Equipment (This clause applies if cited in the individual solicitation/order)

DLAD 52.246-9004 (JUN 1998) Product Verification Testing (This clause is incorporated when cited in the individual solicitation/order)

RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01) (JUN 1980)

The Contractor shall retain receiving and inspection report records, consisting of reports reflecting receipt and inspection of supplies, equipment and material for four (4) years from the date of final payment under this contract and shall make them available upon request, to the Comptroller General of the United States, the Contracting Officer, or their authorized representatives.

QPL CONNECTOR ASSEMBLIES (DSCC 52.209-9C13) (JUN 1999) (S9E ONLY)

This clause applies when a solicitation requires the furnishing of a Qualified Products Lists (QPL) connector assembly and the individual connector shell and the electrical contacts utilized therein are each the subject of a separate Qualified Products List (QPL).

The offeror is NOT restricted to utilizing connector bodies and electrical contacts and/or backshells produced by the same manufacturer in the production of the connector assembly; but may utilize connector bodies from one manufacturer and electrical contacts and/or backshells from a second manufacturer, in the production of a technically acceptable assembly; PROVIDED, the connector shell manufacturer and the electrical contact manufacturer are both currently qualified to their respective Qualified Products Lists (QPL's). In the event that an offeror elects to utilize connector shells and electrical contacts manufactured by different qualified sources, the offeror agrees to provide;

- (1) Name of shell manufacturer(s):
- (2) Manufacturer(s)' P/N:
- (3) Name of Contact Manufacturer(s):
- (4) Manufacturer(s)' P/N:

(5) To the Contracting Officer, prior to delivery, suitable documentation and/or a certification demonstrating that the connector shells and electrical contacts in question were manufactured by/obtained from a current QPL source.

SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999)

When the acquisition item description (AID) identifies supplies by manufacturer's name, CAGE code, and part number, the specified item(s) are the only item(s) acceptable under this contract. The contractor may not substitute a different item after award.

DOCUMENTATION OF TRACEABILITY (Applies to QPL and QML Microcircuits, Hybrids and Semiconductors) (DSCC 52.246-9C27) (JAN 2004)

This clause is applicable to all contracts for QPL or QML integrated circuits or hybrid semiconductor devices procured in accordance with MIL-PRF-38510, MIL-PRF-38534 or MIL-PRF-38535 and semiconductor devices procured in accordance with MIL-PRF-19500. This clause applies regardless of the point of inspection designated in the award. This clause applies not only to contracts with suppliers (ex; dealers or distributors) not listed as approved manufacturers on the applicable QPL/QML, but also to contracts awarded directly to a manufacturer listed on the applicable QPL/QML.

The items supplied must be in strict conformance to the requirements set forth and/or referenced in the item description, including applicable revisions and slash sheets. To ensure this conformance, the contractor must provide a Certificate of Conformance and Traceability (CoC/T) with the information and documentation required by the applicable military specification. This documentation must reference the contract number and include a certification signed by the

approved QPL/QML manufacturer. In addition, if the material is not procured directly from the approved manufacturer, all additional documentation required by the specification must be provided to establish traceability from the QPL/QML manufacturer through delivery to the Government. **The CoC/T is required to determine acceptability of the supplies. If the CoC/T is not provided, is incomplete or otherwise unacceptable, the supplies will be determined not to meet contract requirements and will be rejected.**

If the contract requires inspection and acceptance at origin, the contractor shall furnish the original and two copies of the CoC/T to the Government Quality Assurance Representative (QAR) with the items offered for acceptance. The CoC/T must clearly reference the applicable contract number. Upon acceptance, the QAR shall sign all copies indicating approval of the certification and acceptance of the supplies. The contractor shall submit one signed copy to DSCC-CA. The second copy shall be retained by the QAR. The original shall be maintained by the contractor.

If the contract requires inspection and acceptance at destination, the contractor shall mail one copy of the CoC/T to DSCC-CA upon shipment/delivery. The CoC/T must clearly reference the applicable contract number.

NOTICE: IT IS THE INTENT OF THE GOVERNMENT TO ACCEPT AT NO ADDITIONAL CHARGE COMMERCIAL WARRANTIES FOR THOSE SUPPLIES WHICH ARE CUSTOMARILY WARRANTED. WARRANTIES WILL NOT BE USED AS EVALUATION FACTORS.

COMMERCIAL WARRANTY (DSCC 52.246-9C28) (APR 1994)

The Contractor agrees that the supplies **or** services furnished under this contract () shall () shall not be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Attach a copy of the commercial warranty to this offer if applicable.

QUALITY ASSURANCE PROVISION (QAP-GEIA 9280) (DSCC 52.246-9C29) (JAN 2000)

1. SCOPE:

1.1 This Quality Assurance Provision (QAP) sets forth the minimum quality assurance requirements applicable to the procurement, by DSCC, of all commercial devices within Federal Supply Classes (FSCs) 5961 and 5980, which cite an Electronics Industry Association (EIA), (CAGE Code: 80131), Release requirement as part of the item's technical /electrical description. This QAP supersedes any existing DSCC Form 239 which is currently a part of a DSCC Procurement Data Package for any National Stock Number (NSN) which cites an EIA Release requirement as part of the item's technical/electrical description.

2. REFERENCED DOCUMENTS:

2.1 EIA Release number for the applicable NSN and device type.

2.2 MIL STD 750D test methods for Semiconductor Devices.

2.3 ANSI/ASQC Z.1.4-1993, sampling procedures and tables for inspection by attributes.

2.4 MIL-PRF-19500L General Specifications for Semiconductor Devices.

3. DEFINITIONS:

3.1 Lot Date Code (LDC): for the purpose of this QAP, the term "Lot Date Code" shall denote the date indicating the last week and year the original device manufacturer sealed the device in question. The most common LDC marking scheme uses the first two digits in the code to represent the last two digits of the calendar year, and the third and fourth digits in the code to represent the calendar week of the year. Alternative LDC marking schemes, other than the one described in the preceding sentence, are acceptable; however, in the event an alternative LDC marking scheme is utilized, a description/explanation of the marking scheme shall accompany the offer/bid/quotation at the time of initial submission. This LDC shall be clearly marked on each individual device.

3.2 Commercial device: For the purpose of this QAP, the term "commercial device" shall denote all 5961 and 5980 class devices which (1) cite an EIA Release in the item's technical/electrical description and (2) are NOT covered by or included in a Qualified Manufacturer List (QML) specification.

3.3 Traceability Documentation: For the purpose of this QAP, the term "traceability documentation" shall indicate the documentation through lot identification and inspection lot records which together with the marking of the devices associates an electronic component to its manufacturing, screening, and quality conformance inspection records.

4. QUALITY ASSURANCE REQUIREMENTS:

4.1 All offerors shall provide a written certification that all devices to be supplied under any resulting Purchase order/contract shall:

4.1.1 Fully conform with the provisions of this Quality Assurance Provision (QAP) and the applicable EIA Release; and,

4.1.2 Fully conform to the requirements of MIL-STD 750D, method 2026.10 for solderability; and

4.1.3 Bear a Lot Date Code not more than sixty (60) months prior to the date the solicitation was issued.

4.2 In the event an offeror desires to supply devices under any resulting purchase order/contract which bear a Lot Date Code more than sixty (60) months prior to the date the solicitation was issued, the following additional requirements shall apply:

4.2.1 The offeror shall certify in writing that the devices to be provided have been/shall be retested for conformance to the mechanical data, and retested to the maximum ratings, static and dynamic electrical requirements of the applicable EIA release.

4.2.1.1 The retesting described in 4.2.1 above, shall be performed by either; (1) the original device manufacturer, or (2) a facility selected by the contractor and approved in writing by the appropriate DSCC-CAB Quality Assurance official.

4.2.1.2 The test data generated during the retesting procedure described in 4.2.1 shall be provided to the DCMC QAR for his review when source inspection is required by this QAP.

4.3 The Lot Consistency Clause (enclosure) shall apply to any resulting purchase order/contract and the offeror's failure to fully comply with it shall be deemed an adequate basis for rejection of the entire contract quantity by the government.

4.4 The delivery of "any device" under any resulting purchase order/contract, which exhibits any evidence of removal or change of Part Number, Lot Date Codes, or manufacturer's logo shall be deemed an adequate basis for rejection of the entire contract quantity by the government.

4.5 If the offeror is a manufacturer who is listed as a qualified source for any item in Federal Stock Classes 5961 and/or 5980 in the latest revision of the Qualified Manufacturer List (QML) for MIL-PRF-19500L on the date the solicitation is issued, inspection and acceptance of any devices supplied under any resulting purchase order/contract shall be at destination, unless otherwise specified in the contractual document.

4.6 If the offeror is NOT a manufacturer who is listed as a qualified source in the latest revision of the Qualified Manufacturer List (QML) for MIL-PRF-19500L on the date the solicitation is issued:

4.6.1 The offeror shall identify in its offer the original manufacturer of the devices to be supplied under any resulting purchase order/contract ; and,

4.6.2 Inspection and acceptance of any devices supplied under any resulting purchase order/contract shall be at source, with the guidance set forth in this QAP serving as the MINIMUM inspection criteria, unless otherwise specified in the contractual document.

4.6.2.1 During inspection and acceptance at source, the offeror shall provide the DCMC QAR with traceability documentation for his review.

DOCUMENTATION OF PART NUMBER CHANGE (DSCC 52.246-9C30) (JUN 1997)

The offeror certifies that the part number (P/N) requested in the Request for Quotation (RFQ) has been changed from CAGE - _____ P/N _____

to P/N _____ and that this is a part number change only.

Reason for change is _____.

The offeror further states that there has been no change to the part's form, fit, function, configuration, application, or physical nature. Any order issued to the offeror for the new, superseding P/N shall be based on the offeror's above certification. In the event of subsequent disapproval of the part or the determination of nonacceptability by the Government after the order has been issued, the contractor hereby agrees that the order may be canceled at no cost to the Government.

If the items have been delivered and accepted and subsequently, the part is disapproved or determined nonacceptable by the Government, the contractor hereby agrees that the items may be returned for refund or replacement with an acceptable item at no cost to the Government. If the items have been paid for, the contractor shall refund the full price of the returned items plus applicable shipping charges.

The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements.

PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (DSCC 52.246-9C32) (FEB 2004)

Unless authorized by exclusions listed below, all items shall be marked as specified in MIL-STD-130L. The following DSCC supplemental marking requirements shall take precedence in case of conflict with MIL-STD-130L.

DSCC Exclusion:

(a) Unless the design control document specifically cites other marking requirements, the item will be considered too small to mark under the conditions listed below (However, DSCC 52.246-9C34 – Marking Requirements, applies):

(1) For FSCs 5905, 5910, 5935, 5961, 5962, and 5999, items smaller than .100 inch in diameter and .250 inch in length or .100 inch square X .250 inch in length, exclusive of wire leads, will not be marked.

(2) Other FSCs managed by DSCC will not be marked if the item is smaller than .250 inch in diameter X .500 inch long or .250 inch square X .500 inch long, exclusive of wire leads.

(3) Restrictions (1) and (2) above will not preclude marking of items of smaller dimensions if it is the manufacturers or vendor's standard practice to do so.

(b) No other physical item marking exclusions are authorized unless specified by MIL-STD-130L.

MARKING REQUIREMENTS (DSCC 52.246-9C34) (FEB 2004)

Marking of Unit, Intermediate and Shipping Containers for Shipment and Storage. Unless authorized by paragraph 7 below, all shipments, regardless of levels specified, including Industrial, shall be marked in accordance with the edition of MIL-STD-129P, "Marking for Shipment and Storage". In addition to MIL STD-129P requirements, the following instructions also apply:

1. JAN and Other Special Markings In Accordance With Government Specifications: As designated, the following marking shall be placed on the unit package (carton, box, bag, etc., used as the initial protection), in addition to normal MIL-STD 129P marking. If the marking space on the MIL-STD-129P identification side of the unit package is too small (3 inches by 4 inches or less surface area) to accommodate this additional marking, the reverse side of the package may be used.

(a) Semiconductor Devices procured under MIL-PRF-19500M:

- (1) Part or Identifying Number (PIN)
- (2) Manufacturer's ID and symbol

- (3) Lot identification code and code of assembly plant (if applicable)
- (4) Beryllium oxide identifier (if applicable)
- (5) Electrostatic discharge sensitivity identifier (if applicable)
- (6) Country of origin
- (7) DMS Marking (if applicable)
- (b) Microcircuits procured under **MIL-M-38510J, Notice 1**:
 - (1) PIN
 - (2) Identification code
 - (3) Manufacturer's identification
 - (4) Manufacture's designation symbol
 - (5) Country of origin
 - (6) 'JAN' certification mark
 - (7) Special marking
 - (8) Electrostatic discharge sensitivity identifier
- (c) Other Semiconductor Devices and Microcircuits not procured under a Military Specification
 - (1) Identification number
 - (2) Manufacturer's identification
 - (3) Manufacturers date code
- (d) Various special marking may be required under a Military Specification.

2. Sensitive Electronic Devices: When the MIL-STD-2073-1D, Packaging Requirements Code specifies method of preservation GX or ZZ, with special marking code "39" (ESD Sensitive Electronic Device Requirements), sensitive electronic devices caution marking shall be applied as specified in MIL-STD-129**P**.

3. Bar Code Marking: Regardless of levels of packaging specified (including Industrial), bar code marking shall be applied to all unit, intermediate, and exterior containers in accordance with MIL-STD-129**P**.

(a) EXTERIOR CONTAINERS: For DLA contracts, each Exterior shipping containers shall be bar coded with the NSN, contract number (including the call number) **and Cage Code**.

(b) MULTIPACKS:

(1) Item identification markings. Item identification markings will not be bar coded on the exterior shipping container of multipack shipments. However, unit packs and intermediate containers in the multipack shall be bar coded.

(2) Contract number. Contract number will be bar coded on the exterior shipping container of the multipack if the number applies to all unit and intermediate containers inside the multipack. If mixed contract numbers are contained in the multipack, then the exterior container will **not** be bar coded.

4. Hazardous Materials: (Performance Oriented Packaging). In addition to the packaging requirements included in the commodity specification listed below, the supplies shall comply with applicable packaging requirements of **AFMAN** 24-204 (DLAI 4145.3), Preparing Hazardous Material for Military Air Shipments, the International Civil Aviation Organization (ICAO) technical instructions for the safe transport of dangerous goods by air. The International Maritime Dangerous Goods Code (IMDG CODE) and Title Forty-nine of the Code of Federal Regulations (49 CFR). To the extent that there is conflict between the requirements of the commodity specification and other packaging data listed below and the requirements of **AFMAN** 24-204 (DLAI 4145.3), ICAO, and IMDG CODE, the provisions in **AFMAN** 24-204 (DLAI 4145.3), ICAO and IMDG CODE will control over the conflicting provisions in the commodity specification and other packaging data. Unless otherwise specified by the procuring activity, interior and exterior containers of hazardous material shall be properly classified, documented, certified, described, packaged, marked, and labeled in accordance with **AFMAN** 24-204 (DLAI 4145.3), ICAO, IMDG CODE, 49 CFR, and MIL-ST7D- 129**P**.

5. Exterior Documentation: Packing list as specified in MIL-STD- 129P is required.
6. Parcel Post APO/FPO Shipments: The statement "Contents for Official Use. Exempt from Customs Requirements" be annotated above the mailing address.
7. DSCC Electronics Exclusions: Electron Tubes: These items shall be marked in accordance with MIL-E-75H.
8. WARRANTY MARKINGS: When specified in the resulting contract that the supplies are being required with a warranty agreement, the unit intermediate, and shipping containers shall be marked in accordance with MIL-STD-129P.

REPACKAGING BEFORE VENDOR NOTIFICATION (DSCC 52.246-9C36) (AUG 1999)

(This clause applies only when Inspection and Acceptance at Destination is cited in the individual order)

NOTICE TO CONTRACTOR: All supplies furnished under this contractual instrument shall be preserved, packaged, packed, and marked in accordance with the requirements cited in this contractual instrument. The Government may, at the option of the applicable contracting officer, correct deficiencies in these areas and require an equitable adjustment in the contract price to cover labor and material. If the vendor furnishes supplies that are not in conformance with the preservation, packaging, packing, and marking requirements of this contract, such action shall not be deemed a counter offer but shall be deemed an acceptance by the vendor of the terms of the Government's offer as set forth in this contractual instrument.

HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (TAILORED ISO 9002) (DSCC 52.246-9C44) (FEB 1999) (This clause applies if cited in the individual solicitation/order)

NOTICE:

When the Contractor is not the manufacturer of the items to be furnished, the Contractor represents it is offering to furnish items produced in a manufacturing facility conforming to the higher-level quality standard required in this purchase order/contract. When requested, either prior to award or at time of Government inspection, the Contractor shall furnish evidence to document this representation (e.g., the Contractor's purchasing system contracts and records; in-plant audits of the manufacturer's quality system by third parties; registration/certification documents; and/or other relevant supporting documents).

The contractor shall comply with the International Organization for Standardization (ISO) 9002, Second Edition, dated July 1, 1994, or a "tailored" program meeting the following ISO 9002 paragraphs:

- 4.5, Document Control: Limited to inspection and testing as well as applicable drawings, specifications and instructions required by the contract;
- 4.6, Purchasing; 4.6.1 and limited to 4.6.2(a), and 4.6.4.2. All other parts of paragraph 4.6 hereby deleted;
- 4.7, Customer-supplied Product;
- 4.8, Product Identification & Traceability;
- 4.10, Inspection and Testing;
- 4.11, Inspection, Measuring and Test Equipment;
- 4.12, Inspection and Test Status;
- 4.13, Control of Nonconforming Product;
- 4.14, Corrective and Preventative Action; 4.14.3 - Preventative Action, to apply to product only;
- 4.16, Quality Records

(The ISO 9002 standard can be ordered from the ANSI Electronics Standards Store at <http://www.ansi.org/>)

HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (ISO 9001) (DSCC 52.246-9C45) (FEB 1999)

(This clause applies if cited in the individual solicitation/order)

NOTICE:

When the Contractor is not the manufacturer of the items to be furnished, the Contractor represents it is offering to furnish items produced in a manufacturing facility conforming to the higher-level quality standard required in this purchase order/contract. When requested, either prior to award or at time of Government inspection, the Contractor shall furnish evidence to document this representation (e.g., the Contractor's purchasing system contracts and records; in-plant audits of the manufacturer's quality system by third parties; registration/certification documents; and/or other relevant supporting documents).

The contractor shall comply with the International Organization for Standardization (ISO) 9001, dated January 1, 1994. (The ISO 9001 standard can be ordered from the ANSI Electronics Standards Store at <http://www.ansi.org/>)

HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FULL ISO 9002) (DSCC 52.246-9C46) (FEB 1999)

(This clause applies if cited in the individual solicitation/order)

NOTICE:

When the Contractor is not the manufacturer of the items to be furnished, the Contractor represents it is offering to furnish items produced in a manufacturing facility conforming to the higher-level quality standard required in this purchase order/contract. When requested, either prior to award or at time of Government inspection, the Contractor shall furnish evidence to document this representation (e.g., the Contractor's purchasing system contracts and records; in-plant audits of the manufacturer's quality system by third parties; registration/certification documents; and/or other relevant supporting documents).

The contractor shall comply with the International Organization for Standardization (ISO 9002), Second Edition, dated July 1, 1994. (The ISO 9002 Standard can be ordered from the ANSI Electronics Standards Store at <http://www.ansi.org/>)

INSPECTION/ACCEPTANCE AT ORIGIN - DLA ADMINISTERED ORDER (DSCC 52.246-9C47) (SEP 2003)

(This clause applies when cited in the individual order)

1. In order to ensure payment, the awardee must follow the directions in this clause.
2. Shipment based on a Certificate of Conformance (CoC) is authorized in accordance with clause 52.246-15, Certificate of Conformance, which is hereby incorporated.
3. Acceptance shall be performed at source by the DLA activity listed in the "Administered By" block on page 1 of this order/contract, and shall be based on the Certificate of Conformance submitted by the contractor. Ensure distribution of the DD250 is made to the DLA activity in paragraph 4, and not to DCMA. This includes vendors using the Wide Area Workflow (WAWF).
4. The contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report, and the contractor shall send it to:

MAIL:

Defense Supply Center Columbus
DSCC-PA / DD250 MONITOR
P.O. BOX 16704
Columbus, OH 43216-5010

EMAIL:
DSCCDD250monitor@dla.mil

FACSIMILE:
(614)692-4170 (ATTN: DD250 Monitor)

SECTION F - DELIVERIES OR PERFORMANCE

FAR 52.211-16 (APR 1984)	Variation in Quantity (A variation in quantity will not be accepted unless the unit of issue is in feet and then only within +/- 10% when authorized in the individual order or no greater than +0/-10 on all Electronic (S9E) requirements.)
FAR 52.211-17 (SEP 1989)	Delivery of Excess Quantities
FAR 52.213-1 (FEB 1998)	Fast Payment Procedure (This clause applies when direct vendor delivery -DVD, including FMS (non-stock), inspection and acceptance at destination, and \$25,000 and under).
FAR 52.247-29 (JUN 1988)	F.O.B. Origin (This clause applies if cited in the individual solicitation/order)
FAR 52.247-34 (NOV 1991)	F.O.B. Destination (This clause applies if cited in the individual solicitation/order)
FAR 52.247-48 (DEV)(JUL 1995)	F.O.B. Destination - Evidence of Shipment (This clause applies if FOB Destination and Inspection and Acceptance at Origin)
FAR 52.247-65 (JAN 1991)	F.O.B Origin, Prepared Freight - Small Packaging Shipments
DLAD 52.225-9002 (JUN 1998)	FMS Shipping Instructions

VANISHING VENDORS - OBSOLETE COMPONENTS/MATERIAL (DSCC 52.211-9C23) (MAY 2001)

The contractor shall notify the contracting officer immediately upon finding it cannot obtain specific material or components because those materials or components are obsolete. At that time, the contractor may recommend a solution, and specify the impact such a solution will have on the contract price and delivery. If the contracting officer accepts the recommended solution, a modification shall be executed between the Government and the contractor equitably adjusting the contract price and revising the delivery. Under no circumstances shall the contractor initiate any redesign effort or incur any additional costs without the express written authorization of the contracting officer. In the event the contracting officer does not accept the recommended solution, or authorize a redesign effort by the contractor, the contract or the affected CLIN, as applicable,

may be terminated for convenience in accordance with FAR Part 49 procedures, or FAR 52.212-4, Contract Terms and Conditions -Commercial Items, for commercial awards.

VARIATION IN QUANTITY (DSCC 52.211-9C32)(APR 1984) (Applicable to FSC 6145 only)

(Tailored FAR 52.211-16)

A variation in quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in the manufacturing processes, and then only to the extent specified.

This increase or decrease shall apply separately by item to the total number of feet and/or to the total spools to be delivered or shipped to each destination provided that the above stated limitation is not exceeded for either.

Nothing herein shall be construed to vary, alter or modify any specification requirement for the supplies described herein. Accordingly, this provision does not authorize shipment of supplies in other than the specified unit pack or of supplies which do not conform to tolerances and the variation limitation imposed by specification requirements. However, to the extent not inconsistent with specification requirements, the variation, if any stated above shall also apply separately to the length of each spool.

SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02) (JAN 2002)

Comply with paperwork requirements of DSCC 52.211-9C17, "PACKING LIST/INVOICE/SHIPPINGDOCUMENTS" , Section D in this Master Solicitation.

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):

Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the "MARK FOR" data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.

(2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.

(3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.

(4) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC)

(1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.

(2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice. EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.

(3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see DSCC 52.247-9C04 in Section F).

(4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown "in the clear" with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

SHIPPING INSTRUCTIONS (EXPORT) (DSCC 52.247-9C03) (JAN 2002)

Comply with paperwork requirements of DSCC 52.211-9C17, "Packing List/Invoice/Shipping Documents" in this Master Solicitation. Packaging and marking in accordance with instructions in Section D.

MAIL INSTRUCTIONS (APO/FPO Addresses):

Shipments within mail limitations will be routed to the address cited with each CLIN in the following manner, based on the TP (Transportation Priority) reflected in the "MARK FOR" data with each CLIN:

(1) U.S. Mail is the only mode authorized for shipments to APO (Army Post Office) or FPO (Fleet Post Office) addresses.

(2) Commercial small parcel carrier, (e.g., UPS, RPS or Federal Express) and Commercial Motor Carriers are NEVER an acceptable mode to any APO/FPO address. A small parcel carrier may NOT be used for any destination in Alaska, Hawaii or Puerto Rico unless the carrier guarantees delivery to THAT SPECIFIC CONSIGNEE.

(3) Parcel post shipments to an APO/FPO address must be annotated under the return address as follows: "CONTENTS FOR OFFICIAL USE - EXEMPT FROM CUSTOMS REQUIREMENTS."

(4) For TP1, TP2, (IPD 01-08), 999, NMCS, regardless of distance from origin to the APO/FPO address, contact the cognizant transportation office prior to shipment. Shipments must be packaged for transportation by Military Air (MILAIR). See DSCC 52.211-9C20 in Section D.

(5) For TP3 (IPD 09-15), use SURFACE PARCEL POST (Fourth Class).

(6) Contact the Transportation Officer prior to shipping via parcel post when a single CLIN consists of more than one package, (See DSCC 52.247-9C04 in Section F)

(7) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (To Air or Water Ports and CCPs):

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Consolidation and Containerization Points and must be used in accordance with MIL-STD-129N. See DSCC 52.211-9C18 in Section D.

(1) Contractor must comply with the requirements of FAR 52.247-52, Clearance and Documentation Requirements - Shipments to DoD Air or Water Terminal Transshipment Points (APR 1984), which is included in this Master Solicitation by reference at FAR 52.211-17.

(2) Contact the Government Transportation Office at the Contract Administration Office indicated in Block -7 of DD Form 1155 (page 1 of an order) (see Special Clause F04) shipping instructions at least ten days prior to the FIRM date supplies will be available for release to the carrier.

(3) Shipments to Container Consolidation Points (CCPs):

(a) Shipments directed to a CCP shown with each individual CLIN on Schedule Continuation Sheet(s) will be prepared and shipped in accordance with instructions in DSCC 52.211-9C18 in Section D.

(b) Contact the Transportation Officer for shipping instructions for the following shipments:

(i) Cargo requiring refrigeration/temperature control.

(ii) Classified or sensitive items requiring signature control.

(iii) When dimensions of an item or package exceed 456 inches (38 feet) long by 89 inches wide by 88 inches high, or weight exceeds 10,000 pounds. Cargo cannot exceed any one of the dimensions or the weight.

(iv) When volume or weight constitutes a full SEAVAN load for each activity (DODAAD) code.

(v) Hazardous Material such as material which is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents.

(vi) Type 1 shelf life items,

(vii) TP1 and 2 (IPD 01-08) with RDD of 999, 777, or 555.

NOTE 1: For shipments weighing less than 10,000 pounds which will NOT be tendered as a carload or truckload, above data must be furnished only five (5) days prior to scheduled shipment date.

NOTE 2: DO NOT SHIP PRIOR TO FURNISHING REQUIRED DATA!

NOTE 3: Invoices must specify clearly when shipment is made by AIR.

ADVANCE NOTICE OF DELIVERY:

Telephone notice of delivery must be given by the carrier to the Consignee Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments and bills of lading must be annotated to reflect this requirement.

FREIGHT SHIPPING ADDRESSES:

Mail address of the ultimate Consignee and "MARK FOR" information required as part of the address for parcel post or freight shipments, as applicable, are included with the data cited with each individual CLIN. When shipment is over parcel post limitations, the Contractor will comply with the paragraph above and ship in accordance with instructions furnished by the Transportation officer. Addresses of Aerial terminals will be furnished by the Transportation Officer as required. (PARCEL POST SHIPMENTS WILL NOT BE MADE TO WATER OR AIR TERMINALS).

POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (DSCC 52.247-9C04) (JUL 1998)

(a) Contract Administration address and telephone number is indicated in block 7 of DD Form 1155 (Page 1 of each individual order), or furnished by the ACO.

(b) DCMC Administered Orders: The Transportation Officer is located at the address as shown in paragraph (a) above.

(c) DSCC Administered orders:

- (1) Defense Supply Center Columbus
ATTN: DSCC-OT
PO Box 3990
Columbus, OH 43216-5000
Telephone (614) 692-2175
Telephone (614) 692-7038 ('S9C' - Construction)
Telephone (614) 692-7039 ('S9E' - Electronics)

(COLLECT CALLS WILL NOT BE ACCEPTED)

(2) Use DSCC Form 1352, Request for Shipping Instructions when requesting shipping instructions. The form may be reproduced locally.

(3) Transportation instructions can be requested and furnished by facsimile machine. To use this service, complete DSCC Form 1352, Request for Shipping Instructions and transmit to A/C 614-692-3703/6905. Instructions will be furnished and transmitted back.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

DFARS 252.211-7005 (OCT 2001) Substitutions for Military or Federal Specifications and Standards

(Applicable only over \$2500)

SECTION I - CONTRACT CLAUSES

FAR 52.209-1 (FEB 1995)	Qualification Requirements (This clause applies when QML, QPL, QBL is cited in the item description of the solicitation/order)
FAR 52.209-6 (JUL 1995)	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
FAR 52.211-5 (AUG 2000)	Material Requirements

FAR 52.211-15 (SEP 1990)	Defense Priority and Allocation Requirements
FAR 52.215-8 (OCT 1997)	Order of Precedence-Uniform Contract Format
FAR 52.219-3 (JAN 1999)	Notice of Total HUBZone Set-Aside (This clause applies when cited in the solicitation)
FAR 52.219-5 (JUN 2003)	Very Small Business Set-Aside (This clause applies when cited in the solicitation)
FAR 52.219-6 (JUN 2003) dated OCT 1995	Notice of Total Small Business Set-Aside and Alternate I (This clause applies when cited in the solicitation)
FAR 52.222-3 (JUN 2003)	Convict Labor
FAR 52.222-19 (SEP 2002)	Child Labor-Cooperation with Authorities and Remedies
FAR 52.222-20 (DEC 1996)	Walsh-Healey Public Contracts Act
FAR 52.222-21 (FEB 1999)	Prohibition of Segregated Facilities
FAR 52.222-26 (APR 2002)	Equal Opportunity
FAR 52.222-29 (JUN 2003)	Notification of Visa Denial
FAR 52.222-35 (DEC 2001)	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
FAR 52.222-36 (JUN 1998)	Affirmative Action for Workers With Disabilities
FAR 52.222-37 (DEC 2001)	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
FAR 52.223-3 (JAN 1997)	Hazardous Material Identification and Material Safety Data
FAR 52.223-7 (JAN 1997)	Notice of Radioactive Materials
FAR 52.223-11 (MAY 2001)	Ozone Depleting Substances
FAR 52.225-13 (OCT 2003)	Restrictions on Certain Foreign Purchases
FAR 52.232-1 (APR 1984)	Payments
FAR 52.232-8 (FEB 2002)	Discounts for Prompt Payment
FAR 52.232-11 (APR 1984)	Extras
FAR 52.232-25 (OCT 2003)	Prompt Payment
FAR 52.232-33 (OCT 2003) Registration	Payment by Electronic Funds Transfer – Central Contractor
FAR 52.233-1 (JUL 2002)	Disputes

FAR 52.233-3 (AUG 1996)	Protest After Award
FAR 52.242-10 (APR 1984)	F.O.B. Origin-Government Bills of Lading or Prepaid Postage
FAR 52.242-12 (JUN 2003)	Report of Shipment (REPSHIP)
FAR 52.243-1 (AUG 1987)	Changes--Fixed-Price
FAR 52.244-6 (APR 2003) Components	Subcontracts for Commercial Items and Commercial
FAR 52.247-1 (APR 1984)	Commercial Bill of Lading Notations
FAR 52.249-1(APR 1984) (Fixed-Price) (Short Form).	Termination for Convenience of the Government
FAR 52.249-8 (APR 1984)	Default (Fixed-Price Supply and Service).
FAR 52.252-2 (FEB 1998)	Clauses Incorporated by Reference
FAR 52.252-6 (APR 1984)	Authorized Deviations in Clauses
FAR 52.253-1 (JAN 1991)	Computer Generated Forms
DFARS 252.204-7003 (APR 2002)	Control of Government Personnel Work Product
DFARS 252.204-7004 Alternate A (NOV 2003)	Required Central Contractor Registration
DFARS 252.223-7001 (DEC 1991)	Hazard Warning Labels
DFARS 252.225-7001 (APR 2003)	Buy American Act and Balance of Payments Program (This clause applies when cited in the solicitation)
DFARS 252.225-7002 (APR 2003)	Qualifying Country Sources as Subcontractors (This clause applies when either DFARS 252.225-7001 or DFARS 252.225-7036 is cited in the solicitation)
DFARS 252.225-7013 (APR 2003) \$2500 or less, FMS or in quoted unit price).	Duty Free Entry (This clause does not apply to quotes overseas DVD shipments. Include duty
DFARS 252.225-7016 (APR 2003)	Restriction on Acquisition of Ball and Roller Bearings
DFARS 252.225-7019 (APR 2003)	Restriction on Acquisition of Anchor and Mooring Chain (FSG's 20 and 40)
DFARS 252.225-7028 (DEC 1991) Governments	Exclusionary Policies and Practices of Foreign
DFARS 252.225-7036 (JAN 2004)	Buy American Act- Free Trade Agreement-Balance of Payments Program (This clause applies when cited in the solicitation)

DFARS 252.225-7036 (JAN 2004) Buy American Act-Free Trade Agreement-Balance of Payments Program
w/Alternate I (This clause applies when cited in the solicitation)

DFARS 252.232-7003 (MAR 2003) Electronic Submission of Payment Requests
DFARS 252.243-7001 (DEC 1991) Pricing of Contract Modifications

DLAD 52.211-9000 (APR 2002) Government Surplus Material (Quoters submitting quotations based on

supplying surplus materials must fully complete and submit the Surplus Certificate on-line, otherwise such quotation will be rejected as being technically unacceptable. Additional information such as labels will be requested off-line by the buyer when needed.)

DLAD 52.211-9002 (MAR 2000) Priority Rating

DLAD 52.211-9005 (APR 2002) Conditions for Evaluation and Acceptance of Offers for Critical Safety Items

DLAD 52.211-9006 (JUL 2002) Changes in Contractor Status, Item Acquired, and/or Manufacturing Process/
Facility – Critical Safety Items

DLAD 52.211-9007 (JUL 2002) Withholding of Material Review Board (MRB) Authority – Critical Safety Items

DLAD 52.223-9000 (MAR 1992) MSDS and Hazard Warning Labels

DLAD 52.233-9001 (JUN 2001) ADR

DLAD 52.239-9000 (JUN 2002) Y2K Compliance Notice

RESTRICTIONS ON USE OF RIGHTS GUARD TECHNICAL DATA (DSCC 52.227-9C01) (OCT 1997)

THIS IS A RIGHTS GUARD PROCUREMENT AND THE FOLLOWING RESTRICTIONS APPLY:

RESTRICTIONS ON USE OF TECHNICAL DATA

1. Technical data furnished herewith (hereinafter "Rights Guard technical data") is proprietary to The Boeing Company which has licensed the Government to use same for the procurement of replenishment spare parts for U.S. Government owned aircraft and for no other purpose. Rights Guard technical data shall not be disclosed in whole or in part, to any other person or entity other than to supplier's/bidder's offeror's employees, having a need to know and who are under an obligation to preserve and protect such data under terms and conditions no less restrictive than those imposed herein, and then only for the purposes of responding to this solicitation or performing any resulting contract.

2. The suppliers/bidders/offerors/contractors hereunder are prohibited from (a) reproducing, in whole or in part, Rights Guard technical data; (b) incorporating any information contained in such Rights Guard technical data into other documentation; or (c) otherwise utilizing such Rights Guard technical data except for responding to this solicitation or performing any resulting contract. Each supplier/ bidder/offeror shall include the FAR-authorized proposal legend, identifying The Boeing Company as the owner, on all Rights Guard technical data that is

incorporated, in whole or in part, into any technical data delivered by such supplier/bidder/offeror/contractor to the Government in response to this solicitation or as part of the performance of any resulting contract. In the case of the limited rights legend, the Contractor shall indicate such Rights Guard technical data as not being subject to an expiration date, if such data is required by the limited rights legend authorized under its contract.

3. Upon award of a contract, each unsuccessful supplier/bidder/offeror shall return to the Government or destroy all Rights Guard technical data relating to this solicitation and shall provide to the Government a written notification to that effect. Upon completion of contract performance, the successful supplier/bidder/offeror shall return to the Government or destroy all Rights Guard technical data relating to such contract and shall provide to the Government a written notification to that effect. Mylars are not to be returned, but written notification that they have been destroyed will be furnished at completion of this contract.

4. The Government shall have the right to audit supplier's/bidder's/offeror's records to ensure the destruction or return of Boeing proprietary data. In accordance with current procedures concerning project "BOEING RIGHTS GUARD" data, contractors are requested to complete and sign this certification. This certification must be completed and returned to the Defense Supply Center Columbus, ATTN: DSCC-VTRD in order for your company to receive "Boeing Rights Guard" data required in the manufacture of the item herein.

Submit this certificate with your request for "BOEING RIGHTS GUARD" data to:

DEFENSE SUPPLY CENTER COLUMBUS
P.O. BOX 3990
ATTN: DSCC-VTRD
COLUMBUS, OHIO 43216-5000

CERTIFICATION FOR THE USE OF RIGHTS GUARD TECHNICAL DATA (DSCC 52.227-9C01a)(OCT 1997)

(For Replenishment of Spare Parts Only)
(Supplier/Bidder/Offeror)

This solicitation is a Rights Guard solicitation for the competitive procurement of replenishment spare parts, and requires special certifications to protect technical data of The Boeing company. The U.S. Government Department of Defense, through the Oklahoma City Air Logistics Center (OC-ALC), and Boeing have entered into a Rights Guard contract whereby the Government may from time to time order from Boeing copies of technical data pertaining to military derivatives of certain commercial aircraft. The Rights Guard contract, specifies the rights and obligations of the Government regarding use and disclosure of such technical data.

1. As a supplier/bidder/offeror, you acknowledge that Boeing Rights Guard technical data furnished through this solicitation or during the performance of any resulting contract is proprietary to The Boeing Company.

2. You agree to observe the following data disclosure and use restrictions:

a. Boeing Rights Guard technical data shall not be reproduced, in whole or in part, except as required to respond to the solicitation or to perform any resulting contract.

b. Boeing Rights Guard technical data shall not be incorporated, in whole or in part, into other documentation, nor shall it be used in any other way, except as required to respond to the Rights Guard solicitation, or to manufacture replenishment spare parts for the Government under any resulting contract. You will mark "Boeing data incorporated" into any documentation to protect Boeing's rights.

c. Boeing Rights Guard technical data shall not be disclosed, in whole or in part, to any other person or entity. Within your company, Boeing's Rights Guard technical data will only be disclosed to those employees having a need to know the information for the purpose of responding to the solicitation or performing any resulting contract. Boeing Rights Guard

technical data shall only be used for competing for or performing contracts for supplying replenishment spare parts to the U.S. Government.

d. The unsuccessful supplier/bidders/offerors shall destroy or return all of the technical data, including any copies thereof, upon the award of a contract to another, and shall provide to the Government a written notification to that effect. Upon the completion of contract performance, the successful supplier/bidder/offeror shall return or destroy all Boeing Rights Guard technical data, including any copies thereof and shall provide to the Government a written notification to that effect. Failure to comply with this obligation shall be grounds for your removal from the list of qualified bidders for any other solicitations involving Boeing technical data.

e. The Government retains the right to review supplier/bidder/offeror records to verify return/destruction of Boeing Rights Guard technical data. The report shall be provided to Boeing Defense & Space Group, Spares Support Center (P00005) after receipt by the Government.

3. Boeing is a third party beneficiary under any solicitation or contract involving Boeing Rights Guard technical data, and can proceed against you under such contract or this certification. The Government is obligated to notify Boeing of any actual or suspected breach you commit of the restrictions of this certification which may come within its knowledge. Any such violation may be grounds for legal proceedings against you by the Government or Boeing, or both.

4. This Rights Guard certification shall be made a part of the Government's contract file to which the certification pertains. This certification and any related documentation you provide the Government in connection with it will be made available to Boeing upon request.

5. This certification is a requirement of the Government's contract with Boeing, and it cannot be altered or modified without Boeing's permission. You will not receive Boeing Rights Guard technical data until a properly executed certification has been received by the Government.

6. You agree to execute a new certification if you will request Boeing Rights Guard technical data after December 31, 1992, and annually thereafter. Otherwise, you agree to destroy all such Boeing Rights Guard technical data and to provide written notification of destruction in the form specified in paragraph 2(d) of this certification.

Company Name, Address, Mfg Code

Signature/Title

Date

Typed Name

**RESTRICTIONS ON USE OF OTO MELARA LIMITED RIGHTS TECHNICAL DATA (DSCC
52.227-9C02)
(MAR 1997)**

(a) The United States Government requires that each bidder/offer/contractor receiving a copy of this solicitation and accompanying technical data (drawings, specifications, and any data contained therein) shall use such technical data solely for the purpose of submitting an offer for the manufacture of the supplies and/or services described in the solicitation. In the event a contract is awarded as a result of this solicitation, the contractor shall agree to make no disclosure of the solicitation technical data except as may be necessary to its suppliers for the furnishing of the supplies or services specified in the contract. To the extent that any such disclosure is made to the contractor's suppliers, the same nondisclosure agreement relative to the solicitation technical data shall be applicable.

(b) This data is available only for competitive procurements and manufacture in the United States by U.S firms. It shall not be released to foreign firms.

(c) The signature of the person(s) authorized to sign the solicitation and resultant contract shall constitute agreement to the nondisclosure requirement.

(d) All unsuccessful bidders/offerors (those firms not receiving an award) shall return all solicitation technical data within ten (10) working days from the date of notification of award to the following:

Defense Supply Center Columbus
P.O. Box 16704
ATTN: DSCC-VTRD
Columbus, OH 43216-5000

Successful bidders/offerors may retain the technical data for future United States Government procurements, unless otherwise notified.

(e) Failure to return the solicitation's technical data within the specified time may result in disqualification from participation in future MK-75 Gun acquisitions.

STATEMENT REGARDING THE USE OF LIMITED RIGHTS OTO MELARA TECHNICAL DATA

1. In accordance with current procedures concerning "limited rights" data, contractors are requested to complete and sign this statement. This statement must be completed and returned to the Defense Supply Center Columbus, ATTN: DSCC-VTRD, in order for your company to receive the "limited rights" data required in the manufacture of the item herein.

2. Submit this statement with your request for "limited rights" data to:

Defense Supply Center Columbus
ATTN: DSCC-VTRD
P.O. Box 3990
Columbus, OH 43216-5000

I hereby agree that:

a. The limited rights data shall only be used for the purpose of submitting an offer for the manufacture of the supplies and/or services described in this solicitation. This data shall only be used for the purpose of competitive procurement and manufacture in the United States. This data is only available for use by U.S. firms. I agree it shall not be made available to foreign firms.

b. In the event that a contract is awarded as a result of this solicitation, I agree to make no disclosure of the solicitation technical data except as may be necessary to my suppliers for the furnishing of the supplies or services specified in the contract. To the extent that any such disclosure is made to my suppliers, this same nondisclosure agreement relative to the solicitation technical data shall be applicable.

c. If my bid/offer is unsuccessful, the technical data shall be returned within ten (10) working days from date of notification of award. If my bid/offer is successful, I understand that I may be allowed to retain the technical data for future U.S. Government procurements, unless otherwise notified.

d. I acknowledge that failure to return the solicitation technical data within the specified time may result in disqualification from participation in future MK-75 gun acquisitions.

Company Name, Address, CAGE Code

Title

By: _____
Signature Typed Name

Date|

DATA - ENGLISH LANGUAGE (DSCC 52.227-9C04) (JUL 1984)

All data required to be submitted pursuant to any clause or requirement of the contract must be in the English language. Also, all correspondence or any other documentation of any kind submitted during the administration of the contract must be in the English language.

CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 52.248-9C01) (OCT 2000)

a. DEFINITIONS:

(1) Engineering change. A change to the current approved configuration documentation of a configuration item at any point in the life cycle of the item.

(2) Engineering change proposal (ECP). A proposed engineering change and the documentation by which the change is described, justified, and submitted to the Government for approval or disapproval.

(3) Deviation. A specific written authorization, granted prior to the manufacture of an item, to depart from a particular requirement(s) of an item's current approved configuration documentation for a specific number of units or a specified period of time. (A deviation differs from an engineering change in that an approved engineering change requires corresponding revision of the item's current approved configuration documentation, whereas a deviation does not.)

(4) Waiver. A written authorization to accept an item, which during manufacture, or after having been submitted for Government inspection or acceptance, is found to depart from specified requirements, but nevertheless is considered suitable for use "as is" or after repair by an approved method.

b. Contractor Responsibility. ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation or Waiver. This is because the Government requires more time to analyze any proposal to permanently change the specifications or TDP. Cost saving improvements to the TDP should be submitted as a Value Engineering Change Proposal (VECP).

NOTE: MIL-STD-973* allows ninety days to process routine ECPs. If the contractor needs a response in less than ninety days to meet contract requirements, the contractor should consider submitting a waiver or deviation along with the ECP.

Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If an ECP is considered to be an emergency or urgent (as defined in MIL-STD-973), immediately notify the PCO. ECPs will be reviewed for a determination on criticality, and, if determined to be urgent or critical, the appropriate processing time-frame in paragraph 5.4.2.3.1.1 of MIL-STD-973 will be followed or the contractor will be notified otherwise.

When submitting an ECP or Request for Deviation/Request for Waiver (RFD/RFW), the contractor must follow the instructions in MIL-STD-973 (as tailored in the following paragraphs).

(1) Engineering Change Proposals--Required Content.

(a) Follow the short form procedure in MIL-STD-973.

1. paragraphs 5.4.8 through 5.4.8.2.1;
2. paragraphs 5.4.8.2.3 through 5.4.8.2.7; and

3. Appendix D instructions.

(b) Include:

1. Requirements for notices of revision (NOR). (Instructions for NORs are in MIL-STD-973, paragraph 5.4.7 and Appendix G.)
2. Copies of drawings that have clearly been marked to identify the proposed change.
3. Any other documentation that will help in reviewing the

proposed change.

(2) Request for Deviation/Request for Waiver - Required Content.

(a) Follow the short form procedure in MIL-STD-973.

For RFD(s) -- paragraphs 5.4.8.3 through 5.4.8.3.4;
Appendix E instructions.

For RFW(s) -- paragraphs 5.4.8.4 through 5.4.8.4.4;
Appendix E instructions.

(b) Include marked drawings and any other documentation that will be required to review the proposed RFD/RFW.

(c) Identify the number of parts affected in block 17 of DD Form 1694.

c. Submittal Procedures

(1) Engineering Change Proposals (ECP), Deviations and Waivers initiated by the contractor must be prepared and submitted in 7 copies with supporting data as required by b.(1) above to the ACO, with an information copy to the PCO.

WARNING: If you do not submit complete, legible packages, ECPs may be returned without processing.

(2) Value Engineering Change Proposals (VECPs) must comply with the requirements of the Value Engineering Incentive clause of the contract and MIL-STD-973 and be submitted utilizing DD Form 1693 in 6 copies to the PCO with an information copy to the ACO, and an additional copy mailed direct to Defense Supply Center Columbus, P.O. Box 3990, Columbus, Ohio 43216-5000, ATTN: DSCC-VE.

d. Contracting Agency responsibilities.

(1) ACO Responsibility. Within ten working days from the date of receipt of contractor's request, the ACO must submit an original and two complete legible copies of the contractor's request to the applicable technical support office.

(2) ECPs will be reviewed and decided upon within the ninety day time frame established by MIL-STD-973. Notification of decision will be done in accordance with paragraphs 5.4.8.2.6 and 5.4.8.2.7 of MIL-STD-973.

(3) RFDs/RFWs will be reviewed per MIL-STD-973 and decisions made within 75 days from the date of receipt from the ACO.

e. Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

f. Questions about the status of change requests already submitted should be directed to the procuring activity.

g. The period of time for evaluation and approval/disapproval of ECPs (90 days) and Deviation/Waiver (75 days) shall not constitute excusable delay in the performance of this contract by the contractor or in any way relieve the contractor from compliance with the contract delivery schedule. The submission of ECPs or deviation/waiver requests by the contractor shall not preclude the Government from exercising its rights under the default clause or any other provision of the contract. Further, any such submission shall not afford the contractor any basis for a delay claim or adjustment of the contract delivery schedule, provided the Government approves or disapproves the submission within a period of 90 days after receipt thereof by the contracting officer.

*This standard has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-

STD- 973, Notice 3, which includes the base document, may be obtained from:
<http://astimage.daps.dla.mil/quicksearch/> .

The following clauses only apply to IDPO solicitations/contracts:

FAR 52.216-18 (OCT 1995)	Ordering
FAR 52.216-19 (OCT 1995)	Order Limitations
FAR 52.216-22 (OCT 1995)	Indefinite Quantity
FAR 52.243-1 (AUG 1987)	Changes - Fixed-Price
FAR 52.249-1 (APR 1984)	Termination for Convenience of the Government (Fixed-Price)
FAR 52.249-8 (APR 1984)	Default (Fixed-Price Supply and Service)
DFARS 252.243-7001 (DEC 1991)	Pricing of Contract Modifications

EXTENSION OF CONTRACT PERIOD (DSCC 52.217-9C12) (JAN 2000)

- a. The contract term, at the option of the Government, may be extended for additional yearly periods by the Procuring Contracting Officer mailing or furnishing notice of extension to the contractor at least 14 days prior to the expiration date of the contract.
 - b. If the Government exercises this option for extension of the contract term, the contract as extended shall be deemed to include this option clause. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ years.
 - c. The contract prices shall apply during an extension of the contract term, unless different prices for the extended contract term are entered in the space provided in Section B.
 - d. This clause will be used in evaluation of offers.
- NOTE: Failure to accept option years as requested may result in rejection of offer.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

FAR 52.204-7 (OCT 2003)	Central Contractor Registration
FAR 52.219-1 (APR 2002)	Small Business Program Representations -Alternate I (APR 2002)
FAR 52.222-18 (FEB 2001) End Products	Certification Regarding Knowledge of Child Labor for Listed
FAR 52.222-22 (FEB 1999)	Previous Contracts and Compliance Reports
FAR 52.222-25 (APR 1984)	Affirmative Action Compliance
FAR 52.252-1 (FEB 1998)	Solicitation Provisions Incorporated by Reference
DFARS 252.225-7000 (APR 2003)	Buy American Act – Balance of Payments Program Certificate
DFARS 252.225-7035 (JAN 2004)	Buy American Act – Free Trade Agreements – Balance of Payments Program

Certificate and Alternate I

DFARS 252.225-7042 (APR 2003) Authorization to Perform

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

FAR 52.211-2 (DEC 1999) Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS)

FAR 52.211-14 (SEP 1990) Notice of Priority Rating for National Defense Use

FAR 52.252-5 (APR 1984) Authorized Deviations in Provisions

DLAD 52.208-9001 (JUN 2002) Acquisition of Federal Prison Industries Items

DLAD 52.211-9003 (APR 2002) Conditions for Evaluation of Offers of Surplus Material

DLAD 52.211-9009 (APR 2002) Non-Acceptability of Government Surplus Material

NOTICE: If provision 52.211-9009 above is present in the solicitation, provision 52.211-9003 – Conditions for Evaluation of Offers of Government Surplus Material, and clause 52.211-9000 – Government Surplus Material are not applicable, and if present in the solicitation, become self- deleting.

DLAD 52.217-9003 (FEB 1996) Manufacturing or Production Information

DLAD 52.233-9000 (SEP 1999) Agency Protests

CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS – DLAD 52.217-9002 (JUL 2002)

(a) The product described in the acquisition identification description (AID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors shall indicate below, or through an alternative means in an electronic quoting system, whether they are offering an "exact product," an "alternate product" (which includes a "previously reverse-engineered product"), a "superceding part number," or a "previously-approved product;" and shall furnish the data required for whichever is applicable. (To determine which type of product to indicate, Offerors must refer to the criteria in subparagraphs (b)-(e) of this provision, respectively.) Any product offered must be either a product cited in the AID; or be physically, mechanically, electrically, and functionally interchangeable with a product cited in the AID, including additional requirements referred to in the AID, if any.

Exact Product – Applies to CLIN(s): _____

Alternate/Previously Reverse-Engineered Product – Applies to CLIN(s): _____

Superceding Part Number – Applies to CLIN(s): _____

Previously-Approved Product – Applies to CLIN(s): _____

(b) "Exact product."

(1) "Exact product" means a product described by the name of an approved source and its corresponding part number, as currently cited in the AID; modified (if necessary) to conform to any additional requirements set forth in the AID; and manufactured by, or under the direction

of, that approved source. If an Offeror indicates that an "exact product" is being offered, the Offeror must meet one of the descriptions in subparagraphs (i)-(iv) below. (Any Offeror not meeting one of these descriptions is not considered to be offering "exact product;" even though the item may be manufactured in accordance with the drawings and/or specifications of an approved source currently cited in the AID.)

(i) An approved source currently cited in the AID offering its corresponding part number as cited in the AID;

(ii) A dealer/distributor offering the product of an approved source that meets the description in subparagraph (i) above;

(iii) A manufacturer who (A) produces the offered item under the direction of an approved source currently cited in the AID; and (B) has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation to demonstrate such authorization.

(iv) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (iii) above. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation that demonstrates such authorization.

(2) When the AID identifies the item being acquired as a critical safety item (CSI), offers of exact product will be evaluated in accordance with 52.211-9005.

(c) "Alternate product."

(1) The Offeror must indicate that an "alternate product" is being offered if the Offeror is any one of the following:

(i) An Offeror who (A) manufactures the item for an approved source currently cited in the AID; and (B) does not have authorization from that approved source to manufacture the item, identify it as the approved source part number, and sell the item directly to the Government;

(ii) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (i) above;

(iii) An Offeror of a previously reverse-engineered product that is not currently cited in the AID; or

(iv) Any other Offeror who does not meet the criteria in subparagraphs (b)(1), (d), or (e) of this provision.

(2) If an alternate product is offered, the Offeror shall furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. If the offered product is to be manufactured in accordance with data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data specified in this paragraph, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, the Contracting Officer will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data. If the alternate product is a previously reverse-engineered product, the Offeror shall provide: traceability documentation to establish that the offered item

represents the item specified in the AID (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.

(3) In addition, the Offeror may be required to furnish data describing the "exact product" cited in the AID. The data required from the Offeror depends on the level of technical data describing the exact product, if any, available to the Government. The possible levels of technical data the Government may have and the corresponding data submission requirements for Offerors are identified in subparagraphs (a)-(d) below. For the item(s) being acquired under this solicitation, the level of data in the Government's possession and the corresponding requirements for data submission are identified in the AID; or, if not specified in the AID, are as follows: _____ [buyer insert (a), (b), (c), or (d), as applicable, if AID does not identify]. (If the level of data in the Government's possession and Offeror requirements for data submission are not identified in either the AID or in this subparagraph (c)(3), then subparagraph (a) below applies.)

(a) No data: This Agency has no data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.

(b) Adequate proprietary (i.e., limited rights) data: This Agency possesses adequate drawings and/or specifications for the exact product as cited in the AID, but such data are proprietary (i.e., limited rights) and shall be used only for evaluation purposes. The Offeror must furnish the data required in subparagraph (c)(2) of this provision, but is not required to submit data on the exact product.

(c) Inadequate data: This Agency does not have adequate data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.

(d) Adequate catalog data: This is a commercial off-the-shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish with its offer a commercially-acceptable cross reference list; or legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered, sufficient to establish that the Offeror's product is equal to the product cited in the AID. The Offeror is not required to submit data on the exact product.

(3) Except for indefinite delivery purchase orders (IDPOs), if this solicitation is automated (i.e., if the solicitation number begins with SPE; or begins with SP0 and contains "T" or "U" in the ninth position of the procurement instrument identification number (PIIN)), the Contracting Officer will not evaluate offers of alternate product (which includes offers of previously reverse-engineered product) for the current procurement. Instead, the Offeror shall submit a request to the location below for evaluation of the alternate product's technical acceptability for future procurements of the same item. The request for evaluation shall cite the National Stock Number (NSN) of the exact product and, as identified in this provision, include the applicable level of technical data on the alternate and exact products. All offers of alternate product will be handled in accordance with DLAD 17.7501(b)(4).

- (i) For solicitation numbers beginning with SPE7 or SPE9; or beginning with SP0 and containing "T" or "U" in the ninth position of the PIIN:

Defense Supply Center Columbus
Directorate of Procurement
Alternate Offer Monitor, DSCC-PCA
3990 East Broad Street
Columbus, OH 43216-5000

- (ii) For solicitation numbers beginning with SPE4; or beginning with SP0 and containing "T" or "U" in the ninth position of the PIIN:

Defense Supply Center Richmond
Office of the Competition Advocate
ATTN: DSCR-DU
8000 Jefferson Davis Highway
Richmond, VA 23297-5100

- (iii) For solicitation numbers beginning with SPE5; or beginning with SP0 and containing "T" or "U" in the ninth position of the PIIN:

Defense Supply Center Philadelphia
Office of the Competition Advocate/General & Industrial
DSCP-PI
700 Robbins Avenue
Philadelphia, PA 19111-5096

- (d) "Superceding part number."

(1) The Offeror must indicate that a "superceding part number" is being offered if the offered item otherwise qualifies as an "exact product," except that the part number cited in the AID has been superceded. The Offeror may be requested to furnish data, or provide confirmation through some other means, sufficient to establish that there are no changes in the configuration of the part. However, if such data are unavailable, the Offeror may be required to furnish technical data as required in paragraph (c) for "alternate products." (If such data indicate there have been changes in the configuration of the part, the offered item must be identified as an "alternate product.")

(2) For solicitation numbers beginning with SPE, any data to be furnished with an offer of a "superceding part number" should be mailed to the buyer at the procuring activity address on the solicitation. (Uploading the information with the quotation, or including it in the "Remarks" section, will make the offer a "bid with exception," causing it not to be evaluated.)

- (e) "Previously-approved product."

(1) If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, the Offeror shall indicate in the space provided below, or through an alternative means in an electronic quoting system, the contract and/or solicitation number under which the product was furnished or approved.

CLIN NR (s) _____ have been previously furnished or evaluated and approved under contract/solicitation number _____.

(2) If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, Offerors are advised that the Contracting Officer may not have access to records of another activity or other information sufficient to reasonably determine the offered product's acceptability. Therefore, in order to ensure that adequate data is available for evaluation, Offerors may elect to furnish with their offer the information requested by subparagraph (b) or (c) of this provision, whichever is applicable for the offered product. Offerors are advised that if the additional data is not furnished, the Government may not be able to evaluate the offer. (For solicitation numbers beginning with SPE, the information should be mailed to the buyer at the procuring activity address on the solicitation. Uploading the information with the quotation, or including it in the "Remarks" section, will make the offer a "bid with exception," causing it not to be evaluated.)

(f) For all types of offers ("exact product," "alternate product," "superceding part number," or "previously-approved product"), Offerors shall provide the Contractor and Government Entity (CAGE) Code of the manufacturer and the part number being offered for each item in the solicitation.

(g) Failure to furnish adequate data and/or information as prescribed in subparagraph (b), (c), (d) or (e) of this provision (when required for the current procurement) within 10 business days or less, or as otherwise required by the Contracting Officer or elsewhere in this solicitation, may preclude consideration of the offer. For automated procurements, it is the responsibility of the Offeror when offering a "superceding part number" or a "previously-approved part number" to ensure that supporting documentation arrives at the contracting activity within 2 business days after the data is requested, or the offer may not be considered. The Agency will make every effort to determine, prior to award, the acceptability of the products offered which meet the dollar savings threshold shown below, and/or which have a reasonable chance to receive an award based on price offered. Generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation (\$200.00 if only a local technical evaluation is involved, plus an additional \$1,200.00 for each required Engineering Support Activity evaluation). If the Agency determines that an evaluation cannot be completed before the expected contract award date due to urgent requirements for the item, alternate offers will not be considered for the current procurement. Instead, they will be evaluated for technical acceptability for future procurements of the same item, if adequate data is submitted and savings potentials are expected, as stipulated above. For alternate offers not evaluated, the Offeror's complete technical data package will be returned.

(h) If Offerors desire to restrict the Government's use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215-1(e). In the event an award is made to an Offeror submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227-7013.

(i) It is the Government that determines if the documentation or other evidence furnished by an Offeror is adequate to satisfy the requirements in this provision. If the Contracting Officer requests evidence from a Contractor who received an award resulting from this solicitation, and the Contracting Officer subsequently finds the evidence to be unacceptable, the award may be cancelled.

EXACT PRODUCT

If the exact product is offered, any offeror other than the manufacturer cited in the AID must furnish, when requested by the contracting officer, evidence that the product being offered is that product described by the manufacturer's name and part number specified in the AID. Such evidence may be an invoice or other correspondence from the manufacturer cited in the AID or

other evidence sufficient to establish the identity of the product and its manufacturing source. In addition, if the product is manufactured for the manufacturer cited in the AID, evidence of approval and acceptance by the manufacturer cited in the AID must also be furnished.

AVAILABILITY OF DRAWINGS (DSCC 52.211-9C13) (JAN 2003)

The primary source for drawings, which support DSCC solicitations, is the DSCC Bid set Interface (DBI) website. The website is available through the DSCC Internet Bid Board System (DIBBS). All drawings available on the DBI website must be viewed and/or downloaded from the website. Requests for hard copy or CD-ROM copies of drawings that are available on DBI will be returned unprocessed.

Request for drawings that are listed on the DBI, as "Restricted, Available to Authorized Vendors only", must be ordered by clicking on the "Order via CD-ROM". An automated order form will appear with the Solicitation # , Return by Date and NSN populating the first three fields of the form for your convenience. It is important that the "Certification # and Certification Date" are completed on the form. Failure to provide complete information will cause delays in issuance of the requested drawing(s). All requests for restricted drawings will be provided on CD-ROM. Allow seven days for receipt of the CD. If you have any questions about your order after seven days call 614-692-1204.

To assist us in operating this website feature, we have established a vendor-interactive e-mail address at dbi-drawings@dsc.dla.mil. If you are reading solicitations and accessing available bid sets and discover a discrepancy between what is listed in the "Item Description" of the solicitation and what is available in the bid set drawing list, we request that you send an e-mail message describing the discrepancy. You may advise us in instances such as, "wrong revision level in the DBI", "drawing(s) in the solicitation, but none in DBI", or "additional drawings in the solicitation and not available in DBI".

CAUTIONARY NOTE: It is your responsibility to make sure that you obtain and use the drawings and revision levels that are called out in the solicitation.

If you have any questions about the operation of the DBI website (drawing questions only), call 614-692-3207 or 614-692-1204.

FOR LONG TERM CONTRACTS, WITH MULTIPLE NSNS, THAT REQUIRE DRAWINGS.

To obtain the CD-ROM drawings contact the Long Term Contract Drawing Monitor via email: Leonard.gutter@dsc.dla.mil. Questions or comments may be directed to Leonard Gutter at 614-692-2306.

Government Specification can be acquired through the Acquisition Streamlining and Standardization Information System (ASSIST) at <http://astimage.daps.dla.mil.quicksearch/>.

The Government does not supply Commercial (non-government) Specification and Standards. It is the responsibility of the contractor to obtain these.

ALL OR NONE FOR AUTOMATED PROCUREMENTS (DSCC 52.215-9C02) (MAY 2000)

Offers must be submitted on the total quantity of each CLIN and offers for a part of the quantity of any listed CLIN will be rejected.

RESTRICTION OF ALTERNATE OFFERS FOR SOURCE CONTROLLED ITEMS (DSCC 52.217-9C08) (FEB 2002)

(a) This acquisition is restricted to source(s) specified on the source control drawing applicable to the item in the Procurement Item Description (PID). Only offers which propose to supply the exact product of the approved sources will be considered for award.

(b) DSCC will not evaluate and approve alternate offers for this item. Offerors who are interested in qualifying their product for purposes of future acquisitions must contact the cognizant design activity specified on the source control drawing.

(c) Award of this solicitation will not be held pending qualification and approval of any product. If your product has been recently approved but not added to the list of approved sources cited in the source control drawing, a copy of the cognizant design activity's letter of approval must be submitted with your offer.

SECTION M - EVALUATION FACTORS FOR AWARD

FAR 52.247-50 (APR 1984) No Evaluation of Transportation Costs

DFARS 252.225-7037 (APR 2003) Evaluation of Offers for Air Circuit Breakers

DLAD 52.213-9001 (MAY 1999) Evaluation Factor for Source Inspection (for IDPO solicitations the factor will be applied based on the estimated number of inspections. On DVD and FMS solicitations, will only apply on quotes less than \$25,000.)

DLAD 52.214-9002 (JUN 1983) Trade Discounts

DLAD 52.215-9001 (MAR 1994) Evaluation Factor for Preaward Survey

DLAD 52.217-9000 (OCT 1982) Data Pricing, Evaluation & Award (This provision applies when data is being acquired with the end item)

The following provision does not apply to PACE/AutoIDPO automated or buyer assisted automated awards. For manual awards, the following provision may be used in evaluating past performance:

AUTOMATED BEST VALUE SYSTEM (ABVS) (DSCC 52.215-9C10) (JUNE 2002)

(a) **Award** against this solicitation shall be made based on a comparative assessment of offerors' prices, quoted deliveries, and past performance. Award may be made to other than the low-priced, technically acceptable, responsible offeror. The Government retains the right to award to the offeror with the lowest quoted or lowest evaluated price. Price, quoted delivery, and past performance will be evaluated equally when making a comparative analysis of offers. The past performance factor considers quality performance and delivery performance to be of equal value.

(b) **Past Performance:**

(1) Past performance information is maintained for performance under all procurements with the Defense Logistics Agency (DLA)**. Overall performance is evaluated, as is performance in each Federal Supply Class (FSC). This information is used to generate ABVS ratings, which are based on the following indicators:

Delivery Delinquencies

- Number
- Severity
- Contractor caused Terminations, Cancellations, and Withdrawals

For administrative purposes, the delivery-rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the Contract Delivery Date (CDD). Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.

Quality Complaints

- Product Nonconformances/Laboratory Test Failures
- Packaging Nonconformances

For administrative purposes, the quality-rating period excludes the most recent 30 days. Repair, replacement, or reimbursement of quality and packaging defects will not provide relief of negative ABVS data.

**The Defense Logistics Agency is developing and installing a new suite of commercial business software we call Business Systems Modernization (BSM). BSM will replace the old material management systems with the best of today's business applications. The first phase of BSM that will affect both DLA and our business partners is called the Concept Demonstration. This Concept Demonstration will use actual BSM software, real time data and actual transactions such as solicitations and awards. But because of the new software being tested, certain processes will change during the test and one of the most important is the change in ABVS. The collection of past performance information for certain NSNs in ABVS has been changed by the new software and will be affected by this Concept Demonstration beginning in July 2002.

Beginning in August 2002, ABVS will not collect performance information on NSNs that are included in this BSM test. The performance data for quality and delivery performance from new contract awards for these NSNs will not be used in the calculation of FSC scores. The contract line items will also not be included in the total number of contract line items on which the FSC score is based. Subsequently, the DLA score, which is a compilation of the FSC scores, will not include performance data from new awards on these NSNs. For NSNs, which are not in the BSM test, ABVS will continue to work as it does today.

A BSM Release One Inquiry Menu has been created which allows vendors to determine if a particular FSC or NSN is included in the initial release at:
https://www.webflis.dlis.dla.mil/WEBFLIS/ASPscripts/Public_BSM.asp. Awards that will not be included in the ABVS performance data can be identified by contract numbers beginning with SPMXXX or SPEXXX, in lieu of SPOXXX. All current DLA Long Term Contracts (LTCs) with NSNs in the BSM test will be modified changing the contract number to SPMXXX. Delivery orders issued against non-DLA Basic Ordering Agreements (BOAs) and LTCs will have delivery order numbers starting with YM.

This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM Vendor Information Center at <http://131.70.202.70/j%2D6/bsm/test/vic.htm>.

NOTE: The above 60 and 30 day offset periods are NOT grace periods. Contractor caused discrepancies or delinquencies will be reflected in the ABVS as an indicator of past performance.

(2) An offeror's past performance is an indicator of performance risk and will be evaluated first on the basis of past performance in the same Federal Supply Class (FSC) as the supplies being solicited. The Contracting Officer may consider the volume of business on which the performance score is based as a measure of confidence in the FSC score. A vendor's overall score may be evaluated when a satisfactory measure of confidence cannot be obtained from the FSC score or if a vendor has no FSC score. The Contracting Officer may also take into consideration any other available and relevant past performance data.

(3) An offeror with no performance history in any FSC procured by DLA will be identified as a new offeror and will not be scored by ABVS on performance. However, any other available and relevant past performance data may be considered in rendering an award decision. Regardless, the status of being a new offeror will not be grounds for disqualification for an award. New offerors may be considered more favorably than scored offerors with a poor performance record. Also, the desirability of expanding the supplier base and possible competition enhancement in future procurements will be considered in the source selection decision when new offerors are present.

(4) ABVS ratings do not determine an offeror's award eligibility, or technical acceptability, nor does it constitute a responsibility or non-responsibility determination.

(5) By accessing the DSCC Internet Bid Board System (DIBBS), (<http://dibbs.dsccl.dla.mil>) each offeror will be provided the opportunity to review their ABVS scores and negative historical performance data. For any questions or challenges to negative performance data, please forward requests/challenges to an ABVS Administrator at the below cited address, or telephone/fax an Administrator at one of the provided numbers:

Mail requests to: Defense Supply Center, Columbus
ATTN: DSCC-PAMB
P. O. Box 3990
Columbus OH 43216-5010

Telephone Numbers: (614) 692-1381
(614) 692-3383

Facsimile (FAX) Number: (614) 692-4170

(6) When a discrepancy between contractor data and Government data occurs, the Government will make every effort to resolve the discrepancy expeditiously. However, the Government may make an award decision despite the existence of an unresolved challenge. The Government is the final authority for resolution of disputed data and its use in the source selection process.

(c) **Price.** In making an award decision, the Government may consider price as follows:

(1) Offered Price – The Government will evaluate the reasonableness of the offered price after a price analysis of offers is performed.

(2) Evaluated Price – If required, the evaluation process may include the Delivery Evaluation Factor (DEF), the Small Disadvantaged Business Concerns (SDBC) preference, and/or any other applicable price evaluation factor(s).

(d) **Delivery**. The quoted delivery will be evaluated in comparison with the delivery required on the solicitation.

(e) **General Basis for Award**. Award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and which represents the best value to the Government. In making the best value determination, the Government will make a comparative assessment of the proposals with regard to price, delivery, and past performance. The following considerations may affect the trade-off determination:

- Whether or not an item is used in a weapons system or is a personnel support item
- Item delivery and quality history
- Inventory status
- Delivery schedule/urgency of the item
- Limited number of supply sources
- Benefits from obtaining new sources
- Difference in price